

ORIGINAL

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and BellSouth Cellular Corp., a Georgia corporation, for and on behalf of those entities listed in Attachment A, which entities BellSouth Cellular Corp. hereby represents it has authority to bind hereunder, (collectively referred to as "Carrier") and shall be deemed effective as of January 1, 1997. This agreement may refer to either BellSouth or Carrier or both as a "party" or "parties."

WITNESSETH

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, Carrier is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide Commercial Mobile Radio Service ("CMRS") in the state of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and Carrier agree as follows:

I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

C. Intermediary function is defined as the delivery, pursuant to an appropriate agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; an ALEC; or another telecommunications company such as a CMRS provider other than Carrier through the network of BellSouth or Carrier from or to an end user of BellSouth or Carrier.

D. Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Carrier within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Carrier to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off to Carrier in the same LATA in which the call originates and terminates on the network of Carrier in the MTA in which the call is handed off from BellSouth to Carrier. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

E. Local Interconnection is defined for purposes of this Agreement as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the other party without the use of any access code or substantial delay in the processing of the call; and 2) the LEC unbundled network features, functions, and capabilities set forth in this Agreement.

F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to that portion of Toll Traffic comprised of interstate interMTA minutes of use in order to designate those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate interMTA minutes of use, less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all interMTA minutes of use less all minutes attributable to terminating party pays services.

G. Percent Local Usage (PLU) is defined as a factor to be applied to terminating minutes of use. The numerator shall include all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Toll.

H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).

I. Toll Traffic is defined as all traffic that is not Local Traffic or access services, as described in section VI (F) of this Agreement.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable Carrier to provide CMRS in those areas where it is authorized to provide such services within the nine state region of BellSouth.

III. Term of the Agreement

The term of this Agreement shall be two years, beginning on the effective date and shall automatically renew for additional six (6) month terms unless either party provides written notice of termination to the other party at least sixty (60) days prior to the end of the then-current term.

IV. Local Interconnection

A. The delivery of Local Traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's interLATA EAS routes shall be considered as Local Traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its Local Traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to be billed and paid monthly. Late payment fees, not to exceed 1 1/2% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the monthly bill.

V. Modification of Rates

A. The parties agree that the "LATAwide Additive" rate reflected in Attachment B-1 shall be "trued-up" (up or down), back to the effective date of this

Agreement, based on a final LATAwide Additive price either determined by (i) further agreement as described in subsection (B) hereof or by (ii) a final order (including any appeals) of the Commission having jurisdiction over the subject matter of this Agreement, which final order meets the criteria contained in subsection (C) hereof. The parties acknowledge that the "LATAwide Additive" is intended to compensate BellSouth for the additional transport and other costs associated with transporting calls throughout a larger local calling area defined for CMRS providers with respect to local interconnection (an MTA) versus the traditional wireline local calling areas as currently defined by the appropriate Commissions.

The true-up will consist of:

1) Calculating the difference between the final LATAwide Additive price and initial LATAwide Additive price, reflected in Attachment B-1 of this Agreement. The difference is referred to as the "LATAwide Additive Adjustment" price;

2) Applying the "LATAwide Additive Adjustment" price to all minutes of use for which the initial LATAwide Additive price was applied and billed by the parties since the effective date of this Agreement by multiplying the "LATAwide Additive Adjustment" price by the minutes of use referenced above to arrive at the "True-up Adjustment" amount;

3) If the final LATAwide Additive price is different from the initial LATAwide Additive price, the parties will reciprocally compensate each other in an amount equal to the "True-up Adjustment" amount.

In the event of any disagreement regarding the amount of such "true-up", the parties agree that the Commission having jurisdiction over the matter for the affected state(s) shall be called upon to resolve such differences.

B. The parties agree that they may continue to negotiate as appropriate in an effort to obtain a final LATAwide Additive price, but in the event that no such agreement is reached within six (6) months of this Agreement (which time may be extended by mutual agreement of the parties) either party may petition the Commission(s) having jurisdiction of the rates in dispute to resolve such disputes and to determine the final LATAwide Additive price for the LATAwide traffic covered by this Agreement.

C. Any final order that forms the basis of a "true-up" under this Agreement shall meet the following criteria:

(1) It shall be a proceeding to which BellSouth and Carrier are entitled to be full parties and have had an opportunity to participate in;

(2) It shall apply the provisions of the Act, including but not limited to §252(d)(1) and all effective implementing rules and regulations, provided that said Act and such regulations are in effect at the time of the final order; and

(3) It shall include as an issue any additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within the traditional landline local calling area.

VI. Methods of Interconnection

A. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff. Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may also be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement.

B. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Carrier desires to serve, or Carrier may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Carrier implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the

appropriate intrastate tariff, as amended from time to time will apply. In the event that such facilities are used for two-way interconnection, the parties agree that the appropriate charges for such facilities will be shared by the parties based upon percentages equal to the estimated or actual percentage of traffic on such facilities.

C. Nothing herein shall prevent Carrier from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if Carrier orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge Carrier the lower of the interstate or intrastate tariffed rate or promotional rate.

D. The parties agree to establish trunk groups from the interconnecting facilities of subsection (A) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Carrier as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of traffic from BellSouth to Carrier's Mobile Telephone Switching Offices within BellSouth's service territory, and Carrier will provide or bear the cost of all trunk groups for the delivery of traffic from Carrier to each BellSouth access tandem and end office at which the parties interconnect.

E. The parties agree to use an auditable PLU factor as a method for determining whether traffic is Local or Toll. The PLU factor will be used for traffic delivered by either party for termination on the other party's network.

F. When the parties provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC. Each party will bill its own access services rates to the IXC.

G. The ordering and provision of all services purchased from BellSouth by Carrier shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

VII. Toll Traffic Interconnection

A. The delivery of Toll Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Toll Traffic on the other party's network, each party will pay either the access charges described in paragraph (B)

hereunder or the Toll Intermediary Charges described in paragraph (D) hereunder, as appropriate.

B. For originating and terminating intrastate or interstate interMTA Toll Traffic, each party shall pay the other BellSouth's intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff or BellSouth's Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call.

C. The parties agree that actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then the parties shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of the parties.

D. If Toll Traffic originated by a party to this Agreement is delivered by the other party for termination to the network of a nonparty telecommunications carrier ("Nonparty Carrier"), then the party performing the intermediary function will bill the other party and the other party shall pay a \$.002 per minute intermediary charge in addition to any charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier (collectively called "Toll Intermediary Charges"). The parties agree that the charges that the party performing the intermediary function may be obligated to pay to the Nonparty Carrier may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated. The parties shall agree for purposes of this section, and subject to verification by audit what percentage of the Toll Traffic delivered to BellSouth by Carrier shall be subject to Toll Intermediary Charges. The parties agree that none of the Toll Traffic delivered to Carrier by BellSouth shall be subject to the Toll Intermediary Charges.

VIII. Provision of Unbundled Elements

A. BellSouth shall, upon request of Carrier, and to the extent technically feasible, provide to Carrier access to its Network Elements for the provision of a Carrier telecommunications service. Any request by Carrier for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. Carrier agrees to pay the cost associated with the bona fide request if Carrier cancels the request or fails to purchase the service once completed. Carrier shall provide BellSouth access to its Network Elements as mutually agreed by the parties or as required by the Commission or the FCC.

B. A Network Element obtained by one party from the other party under this section may be used in combination with the facilities of the requesting party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

IX. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to Carrier, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

X. Access to 911/E911 Emergency Network

A. BellSouth and Carrier recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Carrier recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth agrees to route "911-like" calls received from Carrier to the emergency agency designated by Carrier for such calls. Carrier agrees to provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

B. BellSouth and Carrier recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Carrier desires to implement and to permit Carrier to comply with applicable regulatory requirements.

XI. Directory Listings

A. Subject to execution of an agreement between Carrier and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), as set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) Carrier's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to Carrier's subscribers.

B. BellSouth will include Carrier's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge Carrier to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating

appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide Carrier a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Carrier will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord Carrier's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to Carrier's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that Carrier has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the Bellcore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. Carrier agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. BellSouth will offer to Carrier use of its signaling network and signaling databases on an unbundled basis at BellSouth's published tariffed rates or at unbundled rates that may be available through non-tariffed arrangements. Signaling functionality will be available with both A-link and B-link connectivity.

B. Where interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall not bill an

STP port charge nor shall BellSouth pay a port charge; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge and shall pay usage billed by the Carrier at rates not to exceed those charged by BellSouth; 3) SS7 Link - BellSouth will bill its tariffed charges for only two links of each quad ordered. Application of these charges in this manner is designed to reflect the reciprocal use of the parties' signaling networks. Where interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge - BellSouth shall bill its tariffed STP port charge but shall not pay a termination charge at the Carrier's end office; 2) SS7 Network Usage - BellSouth shall bill its tariffed usage charge but shall not pay for any usage; 3) SS7 Link - BellSouth shall bill its tariffed charges for each link in the A-link pair but shall not pay the Carrier for any portion of those links.

C. BellSouth agrees to input the NXXs assigned to Carrier into the Local Exchange Routing Guide ("LERG").

XIV. Network Design and Management

A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased.

E. The parties agree to provide Common Channel Signaling (CCS) information to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All

CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section VI of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G. The parties agree to provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

XV. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU, the percent intermediary traffic, the percent interMTA traffic, and the PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

B. For combined interstate and intrastate Carrier traffic terminated by BellSouth over the same facilities, Carrier shall provide a PIU factor to BellSouth. Should Carrier in the future provide toll services through the use of network switched access services, then all jurisdictional report requirements, rules and regulations specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to Carrier. After the Local Traffic percentage has been determined by use of the PLU factor for application and billing of Local Interconnection, the PIU factor will be used for application and billing of interstate and intrastate access charges, as appropriate.

XVI. Liability and Indemnification

A. Neither party shall be liable to the other under this Agreement for indirect, incidental, consequential or special damages, including without limitation, lost profits, regardless of the form of action.

B. Neither party shall be liable to the other for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of BellSouth or Carrier.

C. Neither party is liable for damages to the other party's terminal location, POI nor customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, unless the damage is caused by a party's gross or willful negligence or intentional misconduct.

D. Each party shall be indemnified, defended and held harmless by the other party against any claim, loss or damage arising from the other party's acts or omissions under this Agreement, including without limitation: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the other party's own communications; 2) Claims for patent infringement arising from combining or using the service furnished by either party in connection with facilities or equipment furnished by either party or either party's customer; 3) any claim, loss, or damage claimed by a customer of either party arising from services provided by the other party under this Agreement; or 4) all other claims arising out of an act or omission of the other party in the course of using services provided pursuant to this Agreement.

E. Neither party assumes liability for the accuracy of the data provided to it by the other party.

F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere.

G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement.

H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against them, acts of God and other circumstances beyond their reasonable control.

I. The obligations of the parties contained within this section shall survive the expiration of this Agreement.

XVII. More Favorable Provisions

A. The parties agree that if ---

1. the Federal Communications Commission ("FCC") or the Commission having jurisdiction finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or

2. the FCC or the Commission having jurisdiction preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.

B. In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a state of any of the arrangements covered by this Agreement upon rates, terms or conditions that differ from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the Commission approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or within thirty (30) days after Carrier acquires actual knowledge of an Other Interconnection Agreement not requiring the approval of a Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Other Interconnection Agreement or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the Commission having jurisdiction approves such Other Interconnection Agreement pursuant to 47 U.S.C. § 252, or more than thirty (30) days after acquiring actual knowledge of an Other Interconnection Agreement not requiring the approval of the Commission pursuant to 47 U.S.C. § 252, as the case may be, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

C. In the event that after the effective date of this Agreement the FCC or the Commission having jurisdiction enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, BellSouth shall be deemed to have offered such arrangements to Carrier upon such Other Terms, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Order or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Order becomes final and not subject to further administrative or judicial review, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

D. In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide within a particular state any of the arrangements covered by this Agreement upon Other Terms, then upon such Interconnection Tariff becoming effective, BellSouth shall be deemed thereby to have offered such arrangements to Carrier upon such Other Terms in that state only, which Carrier may accept as provided in Section XVII.E. In the event that Carrier accepts such offer within sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the effective date of such Interconnection Tariff or the effective date of this Agreement, whichever is later. In the event that Carrier accepts such offer more than sixty (60) days after the date on which such Interconnection Tariff becomes effective, such Other Terms shall be effective between BellSouth and Carrier as of the date on which Carrier accepts such offer.

E. In the event that BellSouth is deemed to have offered Carrier the arrangements covered by this Agreement upon Other Terms, Carrier in its sole discretion may accept such offer either --

1. by accepting such Other Terms in their entirety; or
2. by accepting the Other Terms that directly relate to each of the following arrangements as described by lettered category:
 - a. local interconnection,
 - b. interLATA and IntraLATA toll traffic interconnection,

c. unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests,

d. access to poles, ducts, conduits and rights-of-way,

e. access to 911/E911 emergency network,

f. collocation, or

g. access to telephone numbers.

The terms of this Agreement, other than those affected by the Other Terms accepted by Carrier, shall remain in full force and effect.

F. Corrective Payment. In the event that --

1. BellSouth and Carrier revise this Agreement pursuant to Section XVII.A,
or

2. Carrier accepts a deemed offer of Other Terms pursuant to Section XVII.E, then BellSouth or Carrier, as applicable, shall make a corrective payment to the other party to correct for the difference between (a) the rates set forth herein and (b) the rates in such revised agreement or Other Terms for the period from (x) the effective date of such revised agreement or Other Terms until (y) the later of the date that the parties execute such revised agreement or the parties implement such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in *The Wall Street Journal*.

XVIII. Taxes

A. For the purposes of this section, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefor, excluding any taxes levied on income.

B. Taxes and fees imposed on the providing party, which are neither permitted nor required to be passed on by the providing party, shall be borne and paid by the providing party. Taxes and fees imposed on the purchasing party, which are not required to be collected and/or remitted by the providing party, shall be borne and paid by the purchasing party.

C. Taxes and fees imposed on the purchasing party shall be borne by the purchasing party, even if the obligation to collect and/or remit such taxes or fees is placed on the providing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

D. If the purchasing party determines that in its opinion any such taxes or fees are not payable, the providing party shall not bill such taxes or fees to the purchasing party if the purchasing party provides written certification, reasonably satisfactory to the providing party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

F. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

G. Taxes and fees imposed on the providing party, which are permitted or required to be passed on by the providing party to its customer, shall be borne by the purchasing party. To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the parties. Notwithstanding the foregoing, the purchasing party shall remain liable for any

such taxes and fees regardless of whether they are actually billed by the providing party at the time that the respective service is billed.

H. If the purchasing party disagrees with the providing party's determination as to the application or basis for any such tax or fee, the parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing party shall abide by such determination and pay such taxes or fees to the providing party. The providing party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes or fees; provided, however, that any such contest undertaken at the request of the purchasing party shall be at the purchasing party's expense.

I. In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing party during the pendency of such contest, the purchasing party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery. If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing party shall pay such additional amount, including any interest and penalties thereon.

J. Notwithstanding any provision to the contrary, the purchasing party shall protect, indemnify and hold harmless (and defend at the purchasing party's expense) the providing party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing party in connection with any claim for or contest of any such tax or fee. Each party shall notify the other party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

K. In any contest of a tax or fee by one party, the other party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

XIX. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made publicly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement; 2) lawfully obtained from any source other than the owner of the Information; 3) previously known to the receiving party without an obligation to keep it confidential; or 4) requested by a governmental agency, provided that the party upon whom the request is made shall notify the party who originally provided the confidential Information at least seven (7) days prior to its release to the agency.

XX. Resolution of Disputes

Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute, and/or pursue any other remedy available to it at law or in equity.

XXI. Limitation of Use

The parties agree that this Agreement shall not be proffered by either party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other party in that jurisdiction or for any other purpose.

XXII. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

XXIII. Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles, and the Communications Act of 1934 as amended by the Act.

XXIV. Arm's Length Negotiations

This Agreement was executed after arm's length negotiations between the undersigned parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all parties.

XXV. Notices

A. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person, via overnight mail, or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.
675 W. Peachtree St. N.E.
Suite 4300
Atlanta, Georgia 30375
Attn: Legal Dept. "Wireless" Attorney

BellSouth Cellular Corp.
1100 Peachtree St. N.E.
Suite 910
Atlanta, Georgia 30309-4599
Attn: Associate General Counsel

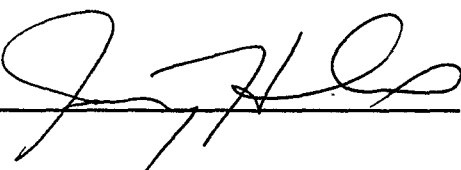
or at such other address as the intended recipient previously shall have designated by written notice to the other party.

B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails; and by overnight mail, the day after being sent.

XXVI. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby. In the event of any conflict between the term(s) of this Agreement and those of an applicable tariff, the terms of this Agreement shall control.

BellSouth Telecommunications, Inc.

By: 

Jerry D. Hendrix
Name

Director
Title

BellSouth Cellular Corp.

By: 

Roy P. McAllister
Name

VP - CORPORATE AFFAIRS
Title

ATTACHMENT A

The entities covered by this agreement (which are all entities BSCC either owns 100% or is controlling partners of) are:

Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular;
BellSouth Mobility Inc.
Memphis SMSA Limited Partnership
Northeast Mississippi Cellular, Inc.

Attachment B-1**CMRS Local Interconnection Rates**
(All rates are Per Minute of Use)**Tennessee** (EFFECTIVE January 1, 1997 THRU February 28, 1997)

Type 1 (End Office Switched): \$.013 *

Type 2A (Tandem Switched): \$.013 *

Type 2B (Dedicated End Office): \$.013*

Tennessee (EFFECTIVE March 1, 1997)

Type 1 (End Office Switched): \$.00577 *

Type 2A (Tandem Switched): \$.00577 *

Type 2B (Dedicated End Office): \$.0019

* These rates include the LATAwide Additive of \$.0025

Attachment C-1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Attachment C-2

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All

Rates: No Charge

Attachment C-13

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

Rates, Terms and Conditions:

State(s): All except Florida: In all states except Florida, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's, Inc. Interstate Access Service Tariff, FCC No. 1.

State: Florida In the state of Florida, the rates, terms and conditions will be applied as set forth in Section E20 of BellSouth Telecommunication's, Inc. Intrastate Access Service Tariff.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

AMENDMENT

ORIGINAL

TO

INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH CELLULAR CORP. AND BELLSOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE
JANUARY 1, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. , hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective January 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. hereby covenant and agree as follows:

1. The Parties agree that BellSouth Telecommunications Inc. will offer and BellSouth Cellular Corp. will accept the revised local interconnection rates set forth in Attachment B-1 to this Amendment, which is incorporated herein by reference, in and for the states of Alabama, Florida, Georgia, Kentucky, Louisiana and Mississippi. The revised rates shall be deemed effective on the dates indicated in Attachment B-1.

2. The parties agree that Section XI of the Interconnection Agreement entitled "Provision of Operator Services" is hereby deleted in its entirety from the Interconnection Agreement .

3. The Parties agree that Attachment A to the Interconnection Agreement is hereby deleted and replaced with Attachment A to this Amendment, which is incorporated herein by reference.

4. The Parties agree that except as specifically modified by this Amendment all other provisions of the Interconnection Agreement shall remain in full force and effect.

5. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

 BELLSOUTH CELLULAR CORP.

By: 

DATE: 6/4/97

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

DATE: 06/10/97

ATTACHMENT A

The entities covered by this agreement (which are all entities BSCC either owns 100% or is controlling partners of) are:

Alabama Cellular Service, Inc.;
Huntsville MSA Limited Partnership;
Gulf Coast Cellular Telephone Company;
Decatur RSA Limited Partnership;
Anniston-Westel Company, Inc.;
Orlando SMSA Limited Partnership;
Jacksonville MSA Limited Partnership;
Florida Cellular Service, Inc.;
Florida RSA No. 2B (Indian River) Limited Partnership;
Atlanta-Athens MSA Limited Partnership;
American Cellular Communications Corporation;
Georgia RSA No. 1 Limited Partnership;
Georgia RSA No. 2 Limited Partnership;
Northeastern Georgia RSA Limited Partnership;
Georgia RSA No. 3 Limited Partnership;
Kentucky CGSA, Inc.;
Baton Rouge MSA Limited Partnership;
Lafayette MSA Limited Partnership;
Louisiana CGSA, Inc.;
Acadiana Cellular General Partnership;
Louisiana RSA No. 7 Cellular General Partnership;
Louisiana RSA No. 8 Limited Partnership;
MCTA; Memphis SMSA Limited Partnership;
Northeast Mississippi Cellular, Inc.;
Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular, Inc.;
BellSouth Mobility Inc.

Attachment B-1

CMRS Local Interconnection Rates

(All rates are Per Minute of Use)

Alabama (Effective March 1, 1997)

Type 1 (End Office Switched): \$.00671 *
Type 2A (Tandem Switched): \$.00671 *
Type 2B (Dedicated End Office): \$.0017

Florida (Effective March 1, 1997)

Type 1 (End Office Switched): \$.00576 *
Type 2A (Tandem Switched): \$.00576 *
Type 2B (Dedicated End Office): \$.002

Georgia (Effective March 1, 1997)

Type 1 (End Office Switched): \$.00648 *
Type 2A (Tandem Switched): \$.00648 *
Type 2B (Dedicated End Office): \$.0016

Kentucky (EFFECTIVE March 1, 1997 THRU March 31, 1997)

Type 1 (End Office Switched): \$.01228 *
Type 2A (Tandem Switched): \$.01228 *
Type 2B (Dedicated End Office): \$.00991

Kentucky (EFFECTIVE April 1, 1997)

Type 1 (End Office Switched): \$.00713 *
Type 2A (Tandem Switched): \$.00713 *
Type 2B (Dedicated End Office): \$.002562

Louisiana (EFFECTIVE March 1, 1997)

Type 1 (End Office Switched): \$.005664 *
Type 2A (Tandem Switched): \$.005664 *
Type 2B (Dedicated End Office): \$.001599

* These rates include the LATAwide Additive of \$.0025

Attachment B-1

CMRS Local Interconnection Rates (All rates are Per Minute of Use)

Mississippi (EFFECTIVE March 15, 1997 THRU May 31, 1997)

Type 1 (End Office Switched):	\$0.01228 *
Type 2A (Tandem Switched):	\$0.01228 *
Type 2B (Dedicated End Office):	\$0.00991

Mississippi (EFFECTIVE June 1, 1997)

Type 1 (End Office Switched):	\$0.0109 *
Type 2A (Tandem Switched):	\$0.0109 *
Type 2B (Dedicated End Office):	\$0.0026

* These rates include the LATAwide Additive of \$.0025

SECOND AMENDMENT

ORIGIN

TO

INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH CELLULAR CORP. AND BELLSOUTH TELECOMMUNICATIONS, INC.
EFFECTIVE
JANUARY 1, 1997

Pursuant to this Agreement (the "Amendment"), BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. , hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties effective January 1, 1997 ("Interconnection Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. hereby covenant and agree as follows:

1. The Parties agree that Attachment A to the Interconnection Agreement is hereby deleted and replaced with Attachment A to this Amendment, which is incorporated herein by reference.
2. The Parties agree that except as specifically modified by this Amendment all other provisions of the Interconnection Agreement shall remain in full force and effect.
3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate state public service commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BELLSOUTH CELLULAR CORP.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: C. C. M. B. W.

By: [Signature]

DATE: 10/7/97

DATE: 09/26/97

ATTACHMENT A

The entities covered by this agreement (which are all entities BSCC either owns 100% or is controlling partners of) are:

Alabama Cellular Service, Inc.;
Huntsville MSA Limited Partnership;
Gulf Coast Cellular Telephone Company;
Decatur RSA Limited Partnership;
Anniston-Westel Company, Inc.;
Orlando SMSA Limited Partnership;
Jacksonville MSA Limited Partnership;
Florida Cellular Service, Inc.;
Florida RSA No. 2B (Indian River) Limited Partnership;
Atlanta-Athens MSA Limited Partnership;
American Cellular Communications Corporation;
Georgia RSA No. 1 Limited Partnership;
Georgia RSA No. 2 Limited Partnership;
Northeastern Georgia RSA Limited Partnership;
Georgia RSA No. 3 Limited Partnership;
Kentucky CGSA, Inc.;
Baton Rouge MSA Limited Partnership;
Lafayette MSA Limited Partnership;
Louisiana CGSA, Inc.;
Acadiana Cellular General Partnership;
Louisiana RSA No. 7 Cellular General Partnership;
Louisiana RSA No. 8 Limited Partnership;
MCTA; Memphis SMSA Limited Partnership;
Northeast Mississippi Cellular, Inc.;
Chattanooga MSA Limited Partnership;
Nashville/Clarksville MSA Limited Partnership;
Tennessee RSA Limited Partnership;
M-T Cellular, Inc.;
BellSouth Mobility Inc.
Orlando CGSA, Inc.

THIRD AMENDMENT**TO****INTERCONNECTION AGREEMENT BETWEEN
BELLSOUTH CELLULAR CORP. AND BELLSOUTH TELECOMMUNICATIONS, INC.**

WHEREAS, pursuant to sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. entered into an interconnection agreement (the "Agreement") for the rates, terms, and conditions of the exchange of traffic between the parties to be effective January 1, 1997;

WHEREAS, the Agreement was approved by the Alabama Public Service Commission on May 5, 1997; by the Florida Public Service Commission on May 19, 1997; by the Georgia Public Service Commission on May 27, 1997; by the Kentucky Public Service Commission on April 9, 1997; by the Louisiana Public Service Commission on June 10, 1997; by the Mississippi Public Service Commission on April 29, 1997; and as filed with the Tennessee Regulatory Authority;

WHEREAS, the Agreement provided for an initial LATA-wide Additive that was included in Type 1 and Type 2A rates, subject to further negotiation by the parties; and

WHEREAS, BellSouth Cellular Corp. and BellSouth Telecommunications Inc. have negotiated a final LATA-wide Additive as set forth herein.

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BellSouth Cellular Corp. and BellSouth Telecommunications, Inc. hereby covenant and agree as follows:

1. Section V of the Agreement is hereby revised to read as follows:

V. Modification of Rates

The LATA-wide Additive reflected in Attachment B-1 for Type 1 and Type 2A rates is intended to compensate BellSouth for additional transport and other costs associated with transporting and terminating Local Traffic throughout a LATA instead of only within local calling areas as defined by the Commission as of the Effective Date. From the Effective Date until the expiration or termination of the Agreement, the LATA-wide Additive shall be the rate per minute in each state as set forth in Attachment B-1 (Amended). The parties shall make the adjustment, or "true-up" described in the original Section V of the Agreement for the purpose of applying the final LATA-wide Additive back to the Effective Date of the Agreement.

ORIGINAL

2. Attachment B-1 of the Agreement is hereby revised and replaced with Attachment B-1 (Amended) appended hereto and made a part hereof.

3. The parties agree that except as specifically modified by this Amendment all other provisions of the Agreement shall remain in full force and effect.

4. The parties further agree that either or both of the parties is authorized to submit this Amendment to the Commission or other regulatory body having jurisdiction over the subject matter of this Amendment for approval subject to Section 252(e) of the Telecommunications Act of 1996.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

BellSouth Cellular Corp.

By: 

 DATE: 12/24/97

BellSouth Telecommunications, Inc.

By: 

DATE: 12/16/97

ATTACHMENT B-1(Amended)

CMRS Local Interconnection Rates

(All rates are Per Minute of Use)

Alabama

Type 1 (End Office Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2A (Tandem Switched):	.004709	(Includes LATAwide Additive of .000499)
Type 2B (Dedicated End Office):	.0017	

Florida

Type 1 (End Office Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2A (Tandem Switched):	.003776	(Includes LATAwide Additive of .000516)
Type 2B (Dedicated End Office):	.002	

Georgia

Type 1 (End Office Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2A (Tandem Switched):	.004513	(Includes LATAwide Additive of .000533)
Type 2B (Dedicated End Office):	.00160	

Kentucky

Type 1 (End Office Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2A (Tandem Switched):	.005273	(Includes LATAwide Additive of .000643)
Type 2B (Dedicated End Office):	.002562	

Louisiana

Type 1 (End Office Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2A (Tandem Switched):	.003730	(Includes LATAwide Additive of .000566)
Type 2B (Dedicated End Office):	.001599	

Mississippi

Type 1 (End Office Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2A (Tandem Switched):	.009104	(Includes LATAwide Additive of .000704)
Type 2B (Dedicated End Office):	.0026	

Tennessee

Type 1 (End Office Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2A (Tandem Switched):	.003767	(Includes LATAwide Additive of .000497)
Type 2B (Dedicated End Office):	.0019	